

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/OFFERORS**

**L.1 GENERAL**

The Seller's proposal shall be prepared in accordance with the information provided below. Specific responses to FDF's requirements are necessary to enable FDF to evaluate the offeror's understanding of and capability to accomplish, the stated objectives. Throughout its proposals, the offeror shall provide sufficient detail to substantiate the validity of all stated claims, comments or positions. All proposed concepts must be shown to be technically feasible and achievable within the allotted limitations, and all performance and schedule (if any) requirements must be shown to be realistic. In order that the technical evaluation be accomplished strictly on the merit of documentation submitted, dollar costs shall be submitted in accordance with instructions herein, and non-conformance with the specified content may be cause for rejection of the proposal. Seller's proposal shall be valid for 120 calendar days from the hour and date set for receipt of proposals. **PROPOSALS OFFERING LESS THAN 120 CALENDAR DAYS MAY BE REJECTED.** Seller's response shall correspond to the requirements of this request for proposal, unless otherwise specified in writing by FDF.

**L.2 FORMAL COMMUNICATIONS**

Formal communications such as Requests for Clarification and/or information concerning this solicitation should be submitted in writing to the address below:

Fluor Daniel Fernald  
P. O Box 538704  
Cincinnati, OH 45253-8704  
Attn: Philip Woodard, Contract Administrator

**L.3 DEFINITIONS**

As used throughout this RFP and all enclosures and attachments, the terms "Offeror," " Proposer," and "Bidder," "Seller," "Subcontractor," and "Contractor" shall mean the firm/individual submitting a proposal pursuant to this RFP. The terms "Subcontract" and/or "Contract" shall mean the document entered into by the successful proposal and FDF.

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

Any explanation desired by prospective offerors regarding the meaning or interpretation of the solicitation, specifications, etc. shall be transmitted in writing. Any information concerning this solicitation or request for clarification will not be provided in response to telephone calls as oral explanations or instructions given to an Offeror prior to the award of the proposed agreement will not be binding. FDF will address requests received by facsimile that are sent to the attention of Philip Woodard at (513) 648-6380. All requests must be confirmed in writing to the above address. **However, because of mailing time, no written or facsimile inquiries will be answered when requests are received within five (5) calendar days of the date for submission of offers as specified in this solicitation.** The format of the questions shall follow the sequential numbering of this solicitation's sections and paragraphs and shall state the major paragraph heading.

**L.5 AMENDMENTS TO SOLICITATIONS**

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Offerors shall acknowledge receipt of any amendments to this solicitation by either (1) signing and returning the

amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, if provided, (3) by letter or telegram, (4) facsimile, or in a proposal transmittal letter. FDF must receive the acknowledgment by the time specified for receipt of offers. FDF reserves the right to update this solicitation by amendment(s) up to the award date.

**L.6 SIC CODE AND SMALL BUSINESS SIZE STANDARD**

- A. The standard industrial classification (SIC) code for this acquisition is 8744.
- B. The small business size standard is **500 employees** in accordance with Federal Acquisition Regulation (FAR) Part 19.

**L.7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE.**

- A. Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- B. General.
  - (1) Fifty percent of the BOAs to be awarded as a result of this requirement are set-aside for small business participation. An additional twenty five percent (25%) of the BOAs to be awarded as a result of this requirement are set-aside for small disadvantaged business participation.
  - (2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.
  - (3) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.
  - (4) FDF reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

**L.8 FINANCIAL STATEMENT**

The Offeror shall, upon request, promptly furnish FDF with a current certified statement of the Offeror's financial condition and such data as FDF may request with respect to the Offeror's operations. FDF will use this information to determine the Offeror's financial responsibility and ability to perform under the agreement. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

**L.9 PROPOSAL FORMAT AND CONTENTS**

- A. Proposal shall include all data and information required by this solicitation. Only one technical proposal from each Seller shall be considered. In cases of any conflict or ambiguity between the Seller's technical

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proposal (including amendments) and FDF's Statement of Work, FDF's Statement of Work shall govern.

- B. The Seller's proposal for the requirement shall be clear, coherent, legible and prepared in sufficient detail for effective evaluation by FDF. Elaborate documentation, expensive binding, detailing art work, or other embellishments are unnecessary. The proposal shall be submitted in accordance with these instructions. The intent of the proposal shall be to provide sufficient data to support a decision to select a qualified subcontractor and to award the subcontract.
- C. Volumes and Copies. In presenting material, the Seller is advised that the quality of information is significantly more important than quantity. Each section shall start on a new page. Tabbed dividers are desirable. The proposal shall contain all pertinent information in sufficient detail to permit thorough evaluation. Information requested in the paragraphs below shall be provided. If required information is not located in the proper section, the information will be assumed to be omitted.

<u>Volume</u>	<u>Copies</u>	<u>Page Limit</u>
1 - Management & Technical Proposal	7	30
2 - Price Proposal	3	N/A

The Management/Technical proposal is limited to 30 double-spaced pages excluding Past Experience, Basic Medical Group Health Insurance Plan and the Program Manager's resume. Past experience is limited to 6 double-spaced pages. There is no page limitation for the Cost/Price Proposal. If information required for proposal evaluation is not found in the section designated for its presentation, it will be assumed to have been omitted from the proposal.

- D. Binding and labeling. A cover sheet shall be on the front clearly marked as to the Seller's name, date and RFP #. Indicate which specific pages and paragraphs, if any, contain proprietary information. FDF will treat unidentified pages or paragraphs as non-proprietary.
- E. Page size, Typing, and Spacing. Page size shall be 8 ½ by 11" (standard size) bond paper. The proposal page shall be clear, legible, printed with double-spaced lines; pagination shall be in numerical sequence. Photo reduction of material other than graphs and drawings is not desired. Whenever practical, use enclosed headings, subheading titles, sequence glossary of abbreviations used, with an explanation of each. Fold-out pages may be included in the proposal, but their width shall not exceed four regular (8 ½ by 11 inches) pages. When included, fold-out pages shall be limited to charts, graphs, etc., and shall fold entirely within the page size of the three-ring binder.
- F. Indexing. The proposal shall contain a master Table of Contents for the total proposal. This shall identify major groupings of information as indicated by the Evaluation Criteria and their location.
- G. Price will be submitted separately and clearly label "Price Proposal." This shall be physically separable from the other information.

### **L.10 TECHNICAL/MANAGEMENT PROPOSAL**

- A. **General.** The technical proposal should be specific, detailed, and complete to demonstrate clearly and fully that the prospective Offeror has a thorough understanding of the requirements. The technical

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proposal must enable FDF technical personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal meets the requirements of the Statement of Work. No information regarding pricing shall be provided within the technical proposal.

**B. Requirements.** The technical proposal shall contain, as a minimum, the following items in accordance with **Section C, Statement of Work**. These items are the basis for the technical evaluation criteria that will be used in evaluating the technical proposals.

1. Contractor/Team Experience/Past Performance: Provide an explanation of a self-appraisal of your performance on prior contracts in the areas of need as outlined in the enclosed Statement of Work. Such contracts selected for self-assessment, must as nearly as possible be within the same discipline as the work described in this solicitation. The synopsis for each contract selected must be prepared to address the following areas:
  - a. Quality of product or services - How well you complied with contract requirements and whether it conformed to standards of good workmanship.
  - b. Customer satisfaction. Provide data on how well your firm's performance in customer satisfaction.
  - c. The total number of similar contracts you have held in the last five years for staff augmentation service and how many employees you placed on each contract.
  - d. Cost control - Did you operate at or below budget, submitted current, accurate, and complete billings.
  - e. Responsiveness to customer requests.
  - f. Complete the attached Data Matrix dated March 13, 1998 (Section J, Attachment II) A list of the last five (5) current contracts or contracts completed during the past five (five) years. Contracts listed may include those entered into with the Federal Government, Department of Energy (DOE), commercial nuclear power facilities, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all team members or key personnel. The companies identified on the Data Matrix will be contacted by FDF to provide the information indicated on Attachment IV, **Section J**, Evaluation Questionnaire.
2. Management/Business Approach: Explain your management approach on how you plan to meet the following criterion which will satisfy FDF's Statement Of Work. Specifically, this section shall address the following areas:
  - a. Meeting FDF's needs (responsiveness, role of the program manager, quality of personnel, etc.)
  - b. Qualifications of program manager (include resume).
  - c. Managing and retaining personnel.

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- d. Employee Benefits Package. The statement of Work, paragraph C.3.15 specifies the minimum benefit package. The Offeror will describe the entire package that will be available to all employees. A copy of the major medical health plan will be submitted with the proposal. The proposed benefit package will be incorporated into the resulting agreement.
  - e. other efforts to maintain a stable work force.
3. Recruiting and Selection : Describe your Recruiting and Selection Plan to include as a minimum:
- a. Advertising
  - b. Recruiting Program, Contractor's ability to find and recruit qualified personnel
  - c. Applicant Screening

**L.11 REQUIRED PRICE PROPOSAL SUBMITTALS**

- A. Completed FDF Solicitation, Offer and Award Form, Form No. FS-F-4023 (09/16/94).
- B. Completed Section B. Prices are considered firm and fixed.
- C. Completed FDF Representations, Certifications and Other Statements of Bidders/Offerors, Supply/Services Estimated Greater Than \$25,000, Form No. FS-F-4107, M-52B (Rev. 7/19/95) of **Section K**.
- D. Completed Agreement to Contract Terms and Conditions/General Provisions (Attachment I of **Section J**), with any exceptions detailed and attached.
- E. A Certificate of Insurance in accordance with the FDF General Provision A.44 entitled "**Required Insurance**," when applicable.

**L.12 FACSIMILE PROPOSALS**

Facsimile transmissions of proposals are not authorized for this solicitation.

**L.13 SUBMISSION OF PROPOSALS**

Proposal Due Date: Proposals must be received on or before **May 29, 1998**, at 3:00 p.m., Cincinnati time. Offers and modifications thereof shall be submitted in sealed envelopes or packages. The original proposals must be signed by a representative of the Offeror authorized to legally bind the company. Envelopes or packages containing proposals shall be marked with the solicitation number, date and hour specified for receipt of offers, and the name and address of the Offeror on the outer cover in the lower right-hand corner.

Proposals to be transmitted via regular mail and United States Postal Next Day Delivery service should be addressed as follows:

Fluor Daniel Fernald  
P. O. Box 538704

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Cincinnati, OH 45253-8704  
Attn: Philip Woodard, Contract Administrator, M/S 5

Proposals to be transmitted via Federal Express or hand carried should be addressed as follows:

Fluor Daniel Fernald  
175 TriCounty Parkway  
Springdale, OH 45246  
Attn: Philip Woodard, Contract Administrator, M/S 5

***DO NOT SEND REGULAR MAIL TO THIS ADDRESS. UTILIZE THE P.O. BOX ADDRESS CONTAINED WITHIN THIS SOLICITATION. FDF WILL NOT BE HELD RESPONSIBLE FOR DELIVERY OF REGULAR MAIL TO THIS ADDRESS. DO NOT SUBMIT YOUR PROPOSAL TO THE FDF CONSTRUCTION ACQUISITION DEPARTMENT'S BID BOX.***

**L.14 FAILURE TO SUBMIT AN OFFER**

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, those firms not responding should advise FDF by letter or postcard why no offer is being submitted and whether the firm wishes to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify FDF that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.15 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS**

The following conditions will apply to late proposals, modifications of proposals, and withdrawals of proposals:

- A. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
  - 1. Was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
  - 2. Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by FDF that the late receipt was due solely to mishandling by FDF after receipt at the FDF installation.
  - 3. Was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two (2) working days prior to the date specified for receipt of proposals. The term "working day" excludes weekends and the FDF holidays; or
  - 4. Is the only proposal received.
- B. Any modification of a proposal or quotation, except a modification resulting from FDF's request for

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"Best and Final" offer, is subject to the same conditions as in subparagraphs A.1, A.2, A.3, and A.4 above.

- C. A modification resulting from an FDF request for "Best and Final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by FDF after receipt at the FDF installation.
- D. The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U. S. or Canadian Postal Service registered or certified mail is the U. S. or Canadian Postal Service Postmark both on the envelope or wrapper and on the original receipt from the U. S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U. S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- E. The only acceptable evidence to establish the time of receipt at the FDF installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.
- F. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in Paragraph D of this article, excluding postmarks of the Canadian Postal Service. Therefore, offers should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- G. Notwithstanding Paragraph F above, a late modification of an otherwise successful proposal, that makes its terms more favorable to FDF, will be considered at any time it is received before award and may be accepted.
- H. Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be also withdrawn via facsimile if the request is received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

### **L.16 OPENING OF PROPOSALS**

There will be no public opening of the proposals. Offerors will be advised of award as soon as possible after source selection has been made and the consent of the Department of Energy (DOE) has been received, if required.

### **L.17 PRE-AWARD SITE VISIT**

Before award FDF may require a pre-award survey to be conducted to evaluate one or more offeror's Quality Assurance Program applicable to the services proposed to be performed. Such evaluation may include but will

not necessarily be limited to an inspection of an offeror's special process controls, management control systems (financial and schedule) and, if applicable, material storage and handling procedures. Those offeror(s) selected for a pre-award survey will be notified in writing of the time and place. The conduct of a pre-award survey does not constitute a commitment by FDF to award an agreement.

**L.18 PROTESTS**

The General Accounting Office (GAO) will not consider a protest of the award or proposed award of an agency contract except where the agency has requested in writing that the contract protest be decided by the GAO. Further, the Department of Energy (DOE) has advised FDF that the DOE will not act upon any contract protest for the award resulting from the affected solicitation. Any complaints regarding award of this solicitation should be formally filed in writing with the cognizant FDF Contract Administrator.

**L.19 DISCLAIMER**

This solicitation does not commit the United States Government and/or FDF to pay for any costs incurred in the preparation and submission of a proposal or for any other costs incurred prior to the execution of the contract. This solicitation shall not be construed in any manner to be an obligation on the part of the United States Government and/or FDF to enter into a contract or any other arrangement with the Offeror.

**L.20 SPECIAL NOTES**

Sections L and M will be physically removed from any resultant award.

**L.21 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by FDF except for evaluation purposes, shall--

A. Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside FDF and the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with-- the submission of this data, FDF and the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit FDF's or the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

B. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

**L.22 PARENT OR AFFILIATES OF FDF**

Sellers are cautioned that if your company is the Parent, a Division, a FDF integrated teaming partner, an affiliate, or another Fluor Daniel controlled source, you may not submit a proposal.



(End of Section)